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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

JAZZ PHARMACEUTICALS, INC.,

Plaintiff,

v.

PAR PHARMACEUTICAL, INC.,

Defendant.

Civil Action No. 15-173 (ES)(JAD)

REPLY TO COUNTERCLAIMS

(Filed Electronically)

Plaintiff Jazz Pharmaceuticals, Inc. (“Jazz Pharmaceuticals”), by its undersigned attorneys, for its Reply to the Counterclaims of Defendant Par Pharmaceutical, Inc. (“Par”), responds as follows:

1. Paragraph 1 states legal conclusions for which no answer is required. To the extent an answer is required, Jazz Pharmaceuticals admits that Par has filed counterclaims seeking a declaration of noninfringement and invalidity of U.S. Patent No. 8,859,619 (“the ’619 patent”). Jazz Pharmaceuticals otherwise denies the allegations of paragraph 1 of the Counterclaims.

2. Jazz Pharmaceuticals admits on information and belief the allegations of paragraph 2 of the Counterclaims.

3. Jazz Pharmaceuticals admits the allegations of paragraph 3 of the Counterclaims.

4. Paragraph 4 states a legal conclusion for which no answer is required. To the extent an answer is required, Jazz Pharmaceuticals admits that this Court has jurisdiction over the subject matter of this action concerning the patent-in-suit pursuant to 28 U.S.C. §§ 2201 and 2202. Jazz Pharmaceuticals also admits that Par has filed counterclaims purportedly seeking a declaration of noninfringement and invalidity of the '619 patent. Jazz Pharmaceuticals otherwise denies the allegations of paragraph 4 of the Counterclaims.

5. Jazz Pharmaceuticals admits that there is a justiciable controversy between the parties hereto concerning the '619 patent. Jazz Pharmaceuticals otherwise denies the allegations of paragraph 5 of the Counterclaims.

6. Paragraph 6 states a legal conclusion for which no answer is required. To the extent an answer is required, Jazz Pharmaceuticals admits that this Court has jurisdiction over the subject matter of this action concerning the '619 patent pursuant to 28 U.S.C. §§ 1331 and 1338(a). Jazz Pharmaceuticals otherwise denies the allegations of paragraph 6 of the Counterclaims.

7. Paragraph 7 states a legal conclusion for which no answer is required. To the extent an answer is required, Jazz Pharmaceuticals admits that this Court has jurisdiction over the subject matter of this action concerning the '619 patent pursuant to 28 U.S.C. §§ 2201 and 2202. Jazz Pharmaceuticals otherwise denies the allegations of paragraph 7 of the Counterclaims.

8. Jazz Pharmaceuticals admits the allegations of paragraph 8 of the Counterclaims.

9. Jazz Pharmaceuticals admits the allegations of paragraph 9 of the Counterclaims.

10. Jazz Pharmaceuticals admits the allegations of paragraph 10 of the Counterclaims.

11. Jazz Pharmaceuticals admits the allegations of paragraph 11 of the Counterclaims.

12. Jazz Pharmaceuticals admits on information and belief that Par submitted Abbreviated New Drug Application (“ANDA”) No. 205403 to the FDA, requesting approval to engage in the commercial manufacture, use, importation, sale, and/or offer for sale in the United States of a 500 mg/ml sodium oxybate oral solution before the expiration of the ’619 patent. Jazz Pharmaceuticals also admits on information and belief that Par’s ANDA contains Paragraph IV certifications regarding the ’619 patent. Jazz otherwise denies the allegations of paragraph 12 of the Counterclaims.

13. Jazz Pharmaceuticals admits the allegations of paragraph 13 of the Counterclaims.

14. Jazz Pharmaceuticals admits the allegations of paragraph 14 of the Counterclaims.

COUNT I

15. Jazz Pharmaceuticals incorporates by reference its replies to paragraphs 1-14 of the Counterclaims as if fully set forth herein.

16. Jazz Pharmaceuticals denies the allegations of paragraph 16 of the Counterclaims.

17. Jazz Pharmaceuticals admits there is a justiciable controversy between the parties hereto concerning the ’619 patent and otherwise denies the allegations of paragraph 17 of the Counterclaims.

18. Jazz Pharmaceuticals denies the allegations of paragraph 18 of the Counterclaims.

COUNT II

19. Jazz Pharmaceuticals incorporates by reference its replies to paragraphs 1-18 of the Counterclaims as if fully set forth herein.

20. Jazz Pharmaceuticals denies the allegations of paragraph 20 of the Counterclaims.

21. Jazz Pharmaceuticals admits there is a justiciable controversy between the parties hereto concerning the '619 patent and otherwise denies the allegations of paragraph 21 of the Counterclaims.

22. Jazz Pharmaceuticals denies the allegations of paragraph 22 of the Counterclaims.

PAR'S PRAYER FOR RELIEF

Jazz Pharmaceuticals denies that Par is entitled to judgment in its favor and denies that Par is entitled to any of the relief set forth in its Counterclaims, Affirmative Defenses, and/or Prayer for Relief.

AFFIRMATIVE DEFENSES

First Defense: Failure to State a Claim

Par's Counterclaims fail to state any claim for which relief may be granted.

WHEREFORE, Jazz Pharmaceuticals prays for judgment in its favor on Par's Counterclaims and for the relief requested in Jazz Pharmaceuticals' Complaint for Patent Infringement.

Dated: March 12, 2015

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